

BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: February 19, 2003

Division: Management Services

Bulk Item: Yes  No

Department: Grants Administration

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AGENDA ITEM WORDING: Rescind October 16, 2002 approval of human service organization funding contract with Salvation Army.

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ITEM BACKGROUND: Salvation Army requested deletion of section 13, which pertains to non-discrimination in employment practices. A copy of a memo from Assistant County Attorney is attached.

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PREVIOUS RELEVANT BOCC ACTION: Approval of funding amounts as part of FY 2003 budget process; approval of contract at October 2003 meeting (item C-18).

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CONTRACT/AGREEMENT CHANGES: Rescission.

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STAFF RECOMMENDATION: Approval.

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TOTAL COST: 0.00

BUDGETED: Yes  No

COST TO COUNTY: 0.00

SOURCE OF FUNDS: n/a

REVENUE PRODUCING: Yes  No

AMOUNT PER MONTH \_\_\_\_\_  
YEAR \_\_\_\_\_

APPROVED BY: COUNTY ATTY  OMB/PURCHASING  RISK MANAGEMENT

DIVISION DIRECTOR APPROVAL: \_\_\_\_\_

*Sheila A. Barker*

Sheila A. Barker

DOCUMENTATION: INCLUDED:  TO FOLLOW:  NOT REQUIRED:

DISPOSITION:

AGENDA ITEM #:

*D30*



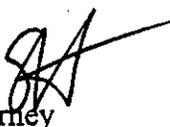
BOARD OF COUNTY COMMISSIONERS  
MAYOR Charles "Sonny" McCoy, District 3  
Mayor Pro tem Dixie Spehar, District 1  
Murray Nelson, District 5  
George Neugent, District 2  
Bert Jimenez, District 4

Office of the County Attorney  
PO Box 1026  
Key West, FL 33041-1026  
305/292-3470 - Phone  
305/292-3516 - Fax



## MEMORANDUM

TO: James L. Roberts  
County Administrator

FROM: Suzanne A. Hutton   
Assistant County Attorney

DATE: October 18, 2002

SUBJECT: Salvation Army

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Your request for contract wording change has been directed to my attention. Please be advised that the deletion of the first reference to sexual orientation in Section 13 would contravene our county human rights ordinance and state statute unless we retain the language that the provider has to comply with all applicable laws and regulations. These laws still require the provider to not discriminate based on sexual orientation in employment matters, matters of extending credit, or provision of public accommodation. The latter term is defined as selling, providing or offering any "product, facility or service." While we could remove the reference to sexual orientation, it would not relieve the provider from the requirement not to discriminate on the basis of sexual orientation in the provision of services, extending credit or any aspect of employment. I make no recommendation from the standpoint of policy.

If you have any questions, please feel free to call.

cc: Jim Malloch

## AGREEMENT

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, hereinafter referred to as "Board" or "County," and Salvation Army, hereinafter referred to as "PROVIDER."

WHEREAS, the PROVIDER is a not-for-profit corporation established for the provision of disaster recovery and emergency management services that benefit residents of Monroe County, and

WHEREAS, it is a legitimate public purpose to provide disaster recovery and emergency management services that benefit residents of Monroe County, now, therefore,

IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

**1. AMOUNT OF AGREEMENT.** The Board, in consideration of the PROVIDER substantially and satisfactorily performing and carrying out the duties of the Board as to providing disaster recovery and emergency management services that benefit residents of Monroe County, Florida, shall pay to the PROVIDER the sum of TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00) for fiscal year 2002-2003.

**2. TERM.** This Agreement shall commence on October 1, 2002, and terminate September 30, 2003, unless earlier terminated pursuant to other provisions herein.

**3. PAYMENT.** Payment will be paid periodically, but no more frequently than monthly as hereinafter set forth. Reimbursement requests will be submitted to the Board via the Clerk's Finance Office. The COUNTY shall only reimburse, subject to the funded amounts below, those reimbursable expenses which are reviewed and approved as complying with Florida Statutes 112.061 and Attachment A - Expense Reimbursement Requirements. Evidence of payment by the PROVIDER shall be in the form of a letter, summarizing the expenses, with supporting documentation attached. The letter should contain a certification statement. An example of a reimbursement request cover letter is included as Attachment B. The organization's final invoice must be received within sixty days after the termination date of this contract shown in Article 2 above.

After the Clerk of the Board examines and approves the request for reimbursement, the Board shall reimburse the PROVIDER. However, the total of said reimbursement expense payments in the aggregate sum shall not exceed the total amount shown in Article 1, above, during the term of this agreement.

**4. SCOPE OF SERVICES.** The PROVIDER, for the consideration named, covenants and agrees with the Board to substantially and satisfactorily perform and carry out the duties of the Board in providing disaster recovery and emergency management services that benefit residents of Monroe County, Florida. PROVIDER shall provide services described in Attachment C, attached hereto and incorporated herein.

**5. RECORDS.** The PROVIDER shall maintain appropriate records to insure a proper accounting of all funds and expenditures, and shall provide a clear financial audit trail to allow for full accountability of funds received from said Board. Access to these records shall be provided during weekdays, 8 A.M. to 5 P.M., upon request of the Board, the State of Florida, or authorized agents and representatives of the Board or State.

The PROVIDER shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General of the State of Florida, the Clerk of Court for Monroe County, an independent auditor, or their agents and representatives. In the event of an audit exception, the current fiscal year contract amount or subsequent fiscal year contract amounts shall be offset by the amount of the audit exception. In the event this agreement is not renewed or continued in subsequent years through new or amended contracts, the PROVIDER shall be billed by the Board

for the amount of the audit exception and the PROVIDER shall promptly repay any audit exception.

**6. INDEMNIFICATION AND HOLD HARMLESS.** The PROVIDER covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the PROVIDER occasioned by the negligence, errors, or other wrongful act or omission of the PROVIDER'S employees, agents, or volunteers.

**7. INDEPENDENT CONTRACTOR.** At all times and for all purposes hereunder, the PROVIDER is an independent contractor and not an employee of the Board. No statement contained in this agreement shall be construed so as to find the PROVIDER or any of its employees, contractors, servants or agents to be employees of the Board.

**8. COMPLIANCE WITH LAW.** In providing all services pursuant to this agreement, the PROVIDER shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provision of such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the PROVIDER.

**9. COMPLIANCE WITH COUNTY GUIDELINES.** The PROVIDER must furnish to the COUNTY:

- (a) evidence of the organization's 501(c)(3) status;
- (b) a list of the organization's Board of Directors of which there must be five or more;
- (c) evidence of annual election of Officers and Directors;
- (d) an annual audited financial report;
- (e) a copy the organization's Corporate Bylaws, which must address the organization's mission, board and membership composition, election of officers, and so on;
- (f) a copy of the organization's Corporate Policies and Procedures Manual which must include hiring policies for all staff, drug and alcohol free workplace provisions, equal employment opportunity provisions, and so on;
- (g) cooperation with County monitoring visits;
- (h) semi-annual performance reports. These reports should include performance measurements which will demonstrate the level of accomplishment of goals for which funding has been provided.
- (i) other reasonable reports and information related to compliance with applicable laws, contract provisions and the scope of services that the County may from time to time request.

**10. PROFESSIONAL RESPONSIBILITY AND LICENSING.** The PROVIDER shall assure that all professionals have current and appropriate professional licenses and professional liability insurance coverage. Funding by the Board is contingent upon retention of appropriate local, state and/or federal certification and/or licensure of the PROVIDER'S program and staff.

**11. MODIFICATIONS AND AMENDMENTS.** Any and all modifications of the services and/or reimbursement of services shall be accomplished by an amendment, which must be approved in writing by the COUNTY.

**12. NO ASSIGNMENT.** The PROVIDER shall not assign this agreement except in writing and with the prior written approval of the Board, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This agreement shall be incorporated by reference into any assignment and any assignee shall comply with all of the provisions herein. Unless expressly provided for therein, such approval shall in no manner or

event be deemed to impose any obligation upon the Board in addition to the total agreed upon reimbursement amount for the services of the PROVIDER.

**13. NON-DISCRIMINATION.** The PROVIDER shall not discriminate against any person on the basis of race, creed, color, national origin, sex or sexual orientation, age, physical handicap, or any other characteristic or aspect which is not job-related in its recruiting, hiring, promoting, terminating or any other area affecting employment under this agreement. At all times, the PROVIDER shall comply with all applicable laws and regulations with regard to employing the most qualified person(s) for positions under this agreement. The PROVIDER shall not discriminate against any person on the basis of race, creed, color, national origin, sex or sexual orientation, age, physical handicap, financial status or any characteristic or aspect in its providing of services.

**14. AUTHORIZED SIGNATURES.** The signatory for the PROVIDER below, certifies and warrants that:

- (a) The PROVIDER'S name in this agreement is the full name as designated in its corporate charter, if a corporation, or the full name under which the PROVIDER is authorized to do business in the State of Florida.
- (b) He or she is empowered to act and contract for the PROVIDER; and
- (c) This agreement has been approved by the Board of Directors of the PROVIDER if the PROVIDER is a corporation.

**15. NOTICE.** Any notice required or permitted under this agreement shall be in writing and hand-delivered or mailed, postage pre-paid, by certified mail, return receipt requested, to the other party as follows:

For Board:

David P. Owens, Grants Administrator      and  
Gato Building  
1100 Simonton Street  
Key West, FL 33040

Monroe County Attorney  
PO Box 1026  
Key West, FL 33041

For PROVIDER

Captain David Worthy  
Salvation Army  
1920 Flagler Avenue  
P. O. Box 2878  
Key West, FL 33045  
305-296-0640

**16. CONSENT TO JURISDICTION.** This agreement shall be construed by and governed under the laws of the State of Florida and venue for any action arising under this agreement shall be in Monroe County, Florida.

**17. NON-WAIVER.** Any waiver of any breach of covenants herein contained to be kept and performed by the PROVIDER shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Board from declaring a forfeiture for any succeeding breach, either of the same conditions or covenants or otherwise.

**18. AVAILABILITY OF FUNDS.** If funds cannot be obtained or cannot be continued at a level sufficient to allow for continued reimbursement of expenditures for services specified herein, this agreement may be terminated immediately at the option of the Board by written notice of termination delivered to the PROVIDER. The Board shall not be obligated to pay for any services or goods provided by the PROVIDER after the PROVIDER has received written notice of termination, unless otherwise required by law.

**19. PURCHASE OF PROPERTY.** All property, whether real or personal, purchased with funds provided under this agreement, shall become the property of Monroe County and shall be accounted for pursuant to statutory requirements.

**20. ENTIRE AGREEMENT.** This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the PROVIDER and the Board.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first written above.

(SEAL)  
ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
Mayor/Chairman

\_\_\_\_\_  
Witness

PROVIDER  
(Federal ID No. \_\_\_\_\_)

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
President

**EXPENSE REIMBURSEMENT REQUIREMENTS**

This document is intended to provide basic guidelines to Human Service Organizations, county travelers, and contractual parties who have reimbursable expenses associated with Monroe County business. These guidelines, as they relate to travel, are from Florida Statute 112.061.

A cover letter summarizing the major line items on the reimbursable expense request needs to also contain a notarized certified statement such as:

"I certify that the attached expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners."

Invoices should be billed to the contracting agency. Third party payments will not be considered for reimbursement. Remember, the expense should be paid prior to requesting a reimbursement.

Only current charges will be considered, no previous balances.

Reimbursement requests will be monitored in accordance with the level of detail in the contract. This document should not be considered all-inclusive. The Clerk's Finance Department reserves the right to review reimbursement requests on an individual basis. Any questions regarding these guidelines should be directed to 305-292-3534.

**Data Processing, PC Time, etc.**

The vendor invoice is required for reimbursement. Inter-company allocations are not considered reimbursable expenditures unless appropriate payroll journals for the charging department are attached and certified.

**Payroll**

A certified statement verifying the accuracy and authenticity of the payroll expense is needed. If a Payroll Journal is provided, it should include: dates, employee name, salary or hourly rate, total hours worked, withholding information and payroll taxes, check number and check amount. If a Payroll Journal is not provided, the following information must be provided: check amount, check number, date, payee, support for applicable payroll taxes.

**Postage, Overnight Deliveries, Courier, etc.**

A log of all postage expenses as they relate to the County contract is required for reimbursement. For overnight or express deliveries, the vendor invoice must be included.

**Rents, Leases, etc.**

A copy of the rental or lease agreement is required. Deposits and advance payments are not allowable expenses.

**Reproductions, Copies, etc.**

A log of copy expenses as they relate to the County contract is required for reimbursement. The log must define the date, number of copies made, source document, purpose, and recipient. A reasonable fee for copy expenses will be allowable. For vendor services, the vendor invoice and a sample of the finished product are required.

**Supplies, Services, etc.**

For supplies or services ordered, a vendor invoice is required.

**Telefax, Fax, etc.**

A fax log is required. The log must define the sender, the intended recipient, the date, the number called, and the reason for sending the fax.

**Telephone Expenses**

A user log of pertinent information must be remitted including: the party called, the caller, the telephone number, the date, and the purpose of the call.

**Travel Expenses**

Travel expenses must be submitted on a State of Florida Voucher for Reimbursement of Travel Expenses. Travel must be submitted in accordance with Florida Statute 112.061. Credit card statements are not acceptable documentation for reimbursement. If attending a conference or meeting a copy of the agenda is needed. Airfare reimbursement requires the original passenger receipt portion of the airline ticket. A travel itinerary is appreciated to facilitate the audit trail. Auto rental reimbursement requires the vendor invoice. Fuel purchases should be documented with paid receipts. Taxis are not reimbursed if taken to arrive at a departure point: for example, taking a taxi from one's residence to the airport for a business trip is not reimbursable. Parking is considered a reimbursable travel expense at the destination. Airport parking during a business trip is not.

A detailed list of charges is required on the lodging invoice. Balance due must be zero. Room must be registered and paid for by traveler. The County will only reimburse the actual room and related bed tax. Room service, movies, and personal telephone calls are not allowable expenses.

Meal reimbursement is: breakfast at \$3.00, lunch at \$6.00, and dinner at \$12.00. Meal guidelines state that travel must begin prior to 6 a.m. for breakfast reimbursement, before noon and end after 2 p.m. for lunch reimbursement, and before 6 p.m. and end after 8 p.m. for dinner reimbursement.

Mileage reimbursement is calculated at .29 cents per mile for personal auto mileage while on County business. An odometer reading must be included on the state travel voucher for vicinity travel. Mileage is not allowed from a residence or office to a point of departure. For example, driving from one's home to the airport for a business trip is not a reimbursable expense.

**Non-allowable Expenses**

The following expenses are not allowable for reimbursement: capital outlay expenditures (unless specifically included in the contract), contributions, depreciation expenses (unless specifically included in the contract), entertainment expenses, fundraising, non-sufficient check charges, penalties and fines.

**ATTACHMENT B**

**ORGANIZATION  
LETTERHEAD**

Monroe County Board of County Commissioners  
Finance Department  
500 Whitehead Street  
Key West, FL 33040

Date \_\_\_\_\_

The following is a summary of the expenses for (Organization name) for the time period of \_\_\_\_\_ to \_\_\_\_\_.

Check #	Payee	Reason	Amount
101	Company A	Rent	\$ X,XXX.XX
102	Company B	Utilities	XXX.XX
104	Employee A	P/R ending 05/14/01	XXX.XX
105	Employee B	P/R ending 05/28/01	<u>XXX.XX</u>
(A)	Total		<u>\$ X,XXX.XX</u>
(B)	Total prior payments		\$ X,XXX.XX
(C)	Total requested and paid (A + B)		\$ X,XXX.XX
(D)	Total contract amount		\$ X,XXX.XX
	Balance of contract (D-C)		<u>\$ X,XXX.XX</u>

I certify that the above checks have been submitted to the vendors as noted and that the expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organizations\_ contract with the Monroe County Board of County Commissioners and will not be submitted for reimbursement to any other funding source.

\_\_\_\_\_  
Executive Director

Attachments (supporting documentation)

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_ 2002  
by \_\_\_\_\_ who is personally known to me.

\_\_\_\_\_  
Notary Public

Notary Stamp

**DESCRIPTION OF SERVICES TO BE PROVIDED**

Provision of disaster recovery and emergency management services that benefit residents of Monroe County, including shelter operation.